

Request for Information
to provide a
Public-Private Partnership Model
for the
Main Campus Real Estate Development
DSU Project No: PC-16-021



May 16, 2016

Table of Contents

[Table of Contents](#)

[1.0 Introduction](#)

[1.1 Schedule of Key Activities:](#)

[1.2 Pre-proposal Meeting](#)

[2.0 Project Parameters](#)

[2.1 Minimum requirements:](#)

[2.1 Additional options for considerations:](#)

[3.0 The Project Site](#)

[4.0 Design Guidelines](#)

[5.0 Key Business Terms](#)

[5.1 Introduction](#)

[5.2 Developer's Responsibility](#)

[5.3 General Conditions](#)

[6.0 Submission Requirements](#)

[7.0 Submittal Procedures](#)

[7.1 General](#)

[8.0 RFI Proposal Review Process](#)

[9.0 General Proposal Requirements](#)

[9.1 RFI Designated Contact](#)

[9.2 Other Requirements](#)

[10.0 Exhibits](#)

[Exhibit A - Delaware State University Campus Master Plan Update, March 2014](#)

1.0 Introduction

The Delaware State University (“DSU” or “University”) is soliciting informational proposals from private development firm or conglomerates interested in entering into an agreement, hereinafter referred to as the “Developer”, in a Design-Build-Finance-Operate-Maintain-Transfer (DBFOMT) public private partnership (P3) model; under a potential long-term ground lease on University property. The purpose of this DBFOMT agreement would be to have the Developer provide a real estate development, hereinafter referred to as the “Project”, in an effort to address several current and emerging needs of the University in alignment with the current Campus Master Plan. The purpose of this document is to provide general parameters, minimum requirements, and guidelines for the RFI submission.

1.1 Schedule of Key Activities:

Thursday, June 16, 2016	Pre-proposal Meeting (1:30PM EST)
Friday, July 15, 2016	Deadline for Questions (4:00PM EST)
Friday, July 29, 2016	Posting of Answers to Questions
Friday, August 12, 2016	Final Date for Addendums
Friday, August 19, 2016	Proposal Submission Deadline (3:00 PM EST)
Monday, September 12, 2016	Tentative Date for Interviews

1.2 Pre-proposal Meeting

A pre-proposal meeting will be held at 1:30pm on Thursday, June 16, 2016. The meeting will be held at 1200 North DuPont Highway, Dover, Delaware 19901, at the Claibourne D. Smith Administration Building, 4th floor, Barros Room. Although attendance is not mandatory, it is highly recommended for those interested in making a submission.

2.0 Project Parameters

2.1 Minimum requirements:

At a minimum, the proposed model shall include the following:

1. Purpose-built residential facility
 - a. First floor shall house an “Innovation Center”, including the following:
 - i. Innovation space to enable teaching on-site within space.
 - ii. On-site “foodie” focused dining area with food court style food vendor spaces.
 - iii. Possible retail designated areas for multiple retail vendors.
 - b. Student residential units shall include a mixture of double bed units, and may include suites with common space within the suite to support student interaction. One floor shall be designated as mixed use for hospitality and shall consist of single bed units with private bathrooms. This floor shall be equipped with a prep. kitchen with multipurpose dining/ events space.
 - c. Each floor shall include dedicated study space with private, semi-private, and collaborative study areas.

- d. Facility shall be design with an emphasis on living and learning model that supports student interaction.
- e. Floor configurations shall be designed to maximize bed count.
- f. Facility should be part of the main campus proper with direct vehicular and pedestrian accessibility to the campus.
- g. Designs shall incorporate accommodations for gender neutral bathroom accommodations with a number not to exceed the current requirements of the American Disabilities Act of 1990, including current revisions. The accessible and gender neutral accommodations may be one in the same for quantity calculation purposes.
- h. Accessible accommodations shall address all aspects of the American Disabilities Act of 1990, including requirements for service animals.
- i. If pedestrian access to any of the facility is proposed to cross a State of Delaware maintained roadway, above/below grade pedestrian crossing accommodations shall be implemented. At grade pedestrian crossings will not be deemed as an acceptable means for access.

2.1 Additional options for considerations:

Proposed model may include the following:

- 1. Existing facility demolition.
- 2. Solutions for achieving Master plan identified development.
- 3. Incorporation of other facilities under the agreement, without impacting the current programming.
- 4. Adjacent property acquisition, although property must be connected to the existing main campus parcel.
- 5. Model may include existing University property being relinquished to the Developer, contingent on a phased approach that enables full benefit from proposed development prior to existing programming being removed from existing property or properties.
- 6. Early College High School facility
 - a. Standalone facility feature 20,000 gross square feet of space, programmed to support the programming needs of the Early College High School, a charter school, presently housed at the Living & Learning Commons Residential Facility.
 - b. Facility shall be situated in an area on campus where parking is available for staff and students.
- 7. A convocation center complex which provides athletic and academic facilities to DSU, along with community options for large gatherings including commencements, trade shows, entertainment and professional sports exhibitions.

3.0 The Project Site

Although the University owns several parcels, the proposed development shall include the main campus and may include all residential facility properties. The exact location of the proposed facility is completely subjective and will be driven by the Developer's concept. The following parcels can be considered for proposal concepts.

2-05-05700-01-2100-00001	1200 N. DuPont Highway, Dover, DE
2-05-05700-01-0500-00001	1570 N. DuPont Highway, Dover, DE
2-05-06700-02-4000-00001	430 College Road
2-05-06700-02-4700-00001	255 College Road

4.0 Design Guidelines

1. The Project should reflect an understanding of student culture and market preference. The Project should be designed and constructed to attain LEED “Gold” Certification, maximize energy efficiency and water use, as well as have high performance finishes and building systems that facilitate low maintenance costs and long life cycles. The facility environment must facilitate the social, physical and emotional health of the students by providing day lighting and excellent indoor air quality.
2. The buildings shall have an elegant, modern design with a unique identity that fits into the campus context without attempting to mimic it.

5.0 Key Business Terms

5.1 Introduction

1. As this P3 development will be a (DBFOMT); the Project will be designed, constructed, built, financed, operated, and maintained by the Developer, for the life of the agreement, at which time the property will be transferred to the University. Because of this structure, the University is seeking developers with a demonstrated ability to finance and complete the construction in a cost efficient and timely manner. The University will work to define the project schedule and the delivery date with the selected Developer.

5.2 Developer’s Responsibility

1. The Developer shall be responsible for financing 100% of the costs required to deliver the Project.
2. The Developer is solely responsible for securing tenants to occupy the facility and/or facilities.
3. The University reserves the right to review and approve all landlord-tenant agreements prior to their execution.
4. The University reserves the right to review and approve the marketing of the facilities to DSU students, faculty, and staff.

5.3 General Conditions

For the purposes of responding to this RFI, and subject to the on-going discussions described above, the Developers should assume that the development agreement and associated agreements for the development of the Site will include the general provisions set forth in paragraph 9.0.

6.0 Submission Requirements

Please provide the information described in this section within the contents of your proposal. The responses must follow the order and reference the numbered categories provided below to facilitate the University’s review and evaluation of the responses.

1. Developer Information. Identify the entity that would be the Developer. Include the Developer’s name; its legal status; employer identification number; address; full names of the Developer’s officers, their addresses and brief biographical summaries. If the developer is a joint venture or partnership, provide the above information for each partner.

- a. The Developer shall disclose any recent or currently outstanding legal claims against the Developer or any key personnel, including the source of such claims, their amount, and status. Disclose any criminal convictions of any key employees other than simple traffic convictions.
2. Developer team summary, which shall identify the lead Developer and other members of the proposed team and describes the qualifications and experience of each team member with this type of project. At a minimum, the proposal shall detail the following:
 - a. Lender/Financing
 - b. Architect
 - c. Landscape Architect
 - d. Civil Engineer
 - e. MEP Engineer
 - f. Construction Manager
 - g. Property/Facilities Manager
3. Previous Development Experience: Developers must provide evidence of having successfully undertaken other projects of this type and/or magnitude. Describe the background and experience of the entity and its principals in undertaking student housing projects of this type and magnitude, including brief descriptions of similar projects completed and under construction; a statement regarding the duration of developer's financial and operational involvement with each such project following completion; and the name, address, and telephone numbers of principal investors, architect, and principal consultants. This should additionally include the cost history of the projects in meeting construction budgets, operating budgets, debt coverage and delivery dates and where they differed from the pre-construction project pro forma.
 - a. The developer should identify and describe awards it has received for student housing projects completed in the last five (5) years. It should show evidence of achieving high quality and affordability within the varying markets it has entered. Additionally, it should note the length of time key leadership and employees have been with the company and for those individuals who will be working on this project.
4. Financial capability to execute the Project. Provide evidence of the Developer entity's financial condition including company and, if relevant, personal financial statements; a statement detailing the different methods of financing the Developer is capable of delivering the construction financing. The University reserves the right to request to review financial information references upon request.
5. Planning Stage Program. Provide a preliminary outlined plan and schedule to work with the University for the Planning Stage of the Project. The schedule should meet the University's occupancy deadline outlined herein. The schedule should describe the Developer's commitment of staff (by name and qualification) and team. Additionally, the plan should describe the strategy for feasibility research and other elements the Developer identifies as critical to the development of the Project. The University is seeking to understand projected Developer time lines for team assembly, feasibility studies, architectural design concepts, agency approvals and final design, and possible development construction start and delivery times based on these factors.
6. Additional responses required. Respond to the following questions, referencing your preceding responses, where appropriate:
 - a. Describe the company's past experience in designing projects targeted to meet the needs of students.
 - b. Describe your experience in developing and constructing student housing. This experience should be specific to projects of similar size and complexity.

- c. Describe how you have handled projects that have involved (i) major on and off-site infrastructure; (ii) neighborhood/community relations; (iii) agency coordination, and (iv) sustainable design and implementation.
 - d. The developer selected will be required to agree to a policy of nondiscrimination against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination will include: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Include a statement acknowledging this requirement.
 - e. Include a statement acknowledging the Submission Requirements set forth in within the contents of this RFI and any addenda.
7. Acknowledgement of Understanding of Terms – By submitting a proposal, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFI, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.
 8. Proposal Costs and Expenses: The University will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.
 9. Non-conforming proposals: Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFI. The determination of whether an RFI requirement is substantive or a mere formality shall reside solely within the Delaware State University.
 10. Discrepancies and Omissions: The vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFI and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFI, vendor shall notify the University's Designated Contact, in writing, of such findings prior to the "Deadline for Questions, indicated in paragraph 1.1. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.
 11. Use of Submitted Information: The University reserves the right to utilize any and all information received in submitted proposals for their use. All proprietary rights of the developer, and/or any members of their team, over any such information shall be forfeited upon submission of the proposal.

7.0 Submittal Procedures

7.1 General

1. Submission Deadline – Interested firms shall submit one (1) unbound hard copy and (1) electronic copy of their reply. Submissions will be received by the Delaware State University, in the reception area of the Purchasing Office in the Administration Building, 1200 N. DuPont Highway, Dover, DE 19901-2277 (Third Floor), until the "Proposal Submission Deadline" indicated in paragraph 1.1, at which time they will be publicly opened and read aloud in the Conference Room. Submitting firm bears the risk of late delivery. Any submissions received after the stated time will be returned unopened.

2. Submission shall be addressed to the Delaware State University c/o the Purchasing Department, Administration Building, Room 321 (Third Floor), Dover, DE 19901-2277, Attn: Mr. Zafar Chaudry, Associate Vice President, Contract and Procurement Administration. The outer envelope should clearly indicate: "DSU PROJECT NO. PC-16-021 – PUBLIC PRIVATE PARTNERSHIP RFI - SEALED PROPOSAL - DO NOT OPEN."

8.0 RFI Proposal Review Process

1. The University's review committee will review the contents of each proposal.
2. The proposals will be used to generate a shortlist of developers who will be asked to deliver a presentation to provide additional detailed information about their project team, initial design concept, and financing strategy.
3. If the University determines that one or more of the presented models is conducive, the University may consider seeking authority from the DSU Board of Trustees to enter into negotiations on a ground lease/DBFOMT P3 agreement with one or more developer that will further describe the relationship between the Developer and DSU.
4. This RFI will not result in a "contract award", as the purpose for this request is for informational purposes only.

9.0 General Proposal Requirements

9.1 RFI Designated Contact

1. All requests, questions, or other communications about this RFI shall be made in writing to the Delaware State University on or before the "Deadline for Questions" indicated in Paragraph 1.1. Address all communications to the person listed below; communications made to other Delaware State University personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFI designated contact.
 - a. Contact: Mr. Zafar Chaudry
Associate Vice President, Contract and Procurement Administration
Delaware State University
1200 N. DuPont Highway
Administration Building, Third Floor
Email: constructionbid@desu.edu
2. To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.
3. Assistance to Vendors with a Disability – Vendors with a disability may receive accommodation regarding the means of communicating this RFI or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

9.2 Other Requirements

1. Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFI.
2. The University reserves the right to refuse to consider any proposal from a vendor who:
 - a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
 - b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
 - c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
 - d. Has violated contract provisions such as:
 - i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - e. Has violated ethical standards set out in law or regulation; and
 - f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.
3. Collusion or Fraud:
 - a. Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.
 - b. By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFI, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFI development process and had no knowledge of the specific contents of the RFI prior to its issuance; and that no employee or official of the Delaware State University participated directly or indirectly in the vendor's proposal preparation.
 - c. Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.
4. Lobbying and Gratuities:
 - a. Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a Delaware State University employee or agent of the Delaware State University concerning this RFI or the award of a contract resulting from this RFI shall have their proposal immediately rejected and shall be barred from further participation in this RFI.

- b. The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFI upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the Delaware State University shall have the right to annul any contract resulting from this RFI without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
 - c. All contact with Delaware State University employees, contractors or agents of the Delaware State University concerning this RFI shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFI.
- 5. Solicitation of Delaware State University Employees:
 - a. Until contract award, vendors shall not, directly or indirectly, solicit any employee of the Delaware State University to leave the Delaware State University's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the Delaware State University's purchasing office. Solicitation of Delaware State University employees by a vendor may result in rejection of the vendor's proposal.
 - b. This paragraph does not prevent the employment by a vendor of a Delaware State University employee who has initiated contact with the vendor. However, Delaware State University employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.
- 6. Code compliance:
 - a. The Project shall be delivered in accordance with all Codes, Ordinances, Regulations, and requirements for all Authorities Having Jurisdiction. The Developer is fully responsible for understanding and complying with all Federal, State, and Local codes and requirements that are applicable to this Project.
- 7. Independent Contractors:
 - a. The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes. It may be at the University's discretion as to the location of work for the contractual support personnel during the project period. If required, the State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.
- 8. Non-Appropriation: In the event the developer fails to appropriate the specific funds and/or financing necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available.
- 9. Licenses and Permits:

- a. In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502.
- b. Prior to receiving an award, the successful vendor shall either furnish the University with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 – Public Service, (302) 577-8205 – Licensing Department.
- c. Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.
- d. Additionally, work on this contract may require the use of licensed professionals who are registered and firms who have Certificates of Authorization to practice in the State. The vendor is responsible for complying with and contacting the Delaware Division of Professional Regulation, Cannon Building, Suite 203, 861 Silver Lake Boulevard, Dover, DE 19904; by telephone at the following number: (302) 744-4500 or at their website: <http://dpr.delaware.gov>. Professional Engineers are regulated by the Delaware Association of Professional Engineers (DAPE). Contact DAPE at: Delaware Association of Professional Engineers, 92 Read's Way, Suite 208, New Castle, DE 19720, by telephone at the following number: (302) 323-4588 or at their website: <https://www2.dape.org>
- e. The Developer is responsible for obtaining, and providing the University with evidence of all necessary regulatory agency approvals and permits including, but not limited to the following: City of Dover, DNREC, & DelDOT.

10. Indemnification

- a. General Indemnification By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Delaware State University, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the University, its employees or agents.
- b. Proprietary Rights Indemnification Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the Delaware State University, the Delaware State University shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the Delaware State University against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful. If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either: a) Procure the right for the Delaware State University to continue using the Product(s); b) Replace the product with a non-infringing equivalent

that satisfies all the requirements of the contract; or c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the Delaware State University agrees to and accepts in writing.

11. Insurance

- a. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- b. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Delaware State University.
- c. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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- d. And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000 per occurrence
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000 per occurrence
d.	Product Liability	\$1,000,000/\$3,000,000 per occurrence

- e. The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.
- f. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Medical or Professional Liability	\$1,000,000/\$3,000,000 per occurrence
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000 per occurrence

- g. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).

- h. The aforementioned insurance requirements are subject to change based on the negotiated scope of the Project.
- 12. Performance Requirements:
 - a. The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.
- 13. Termination for Cause:
 - a. If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the Delaware State University shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the Delaware State University, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the Delaware State University.
- 14. Termination for Convenience:
 - a. The Delaware State University may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the Delaware State University, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the Delaware State University. If the contract is terminated by the Delaware State University as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.
- 15. Non-discrimination:
 - a. In performing the services subject to this RFI the vendor, as set forth in Title 19, Delaware Code, Chapter 7, Section 711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.
- 16. Covenant against Contingent Fees:

- a. The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the Delaware State University shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
17. Vendor Activity:
- a. No activity is to be executed in an offshore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.
18. Work Product:
- a. All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.
19. Construction Labor
- a. Prevailing wage rates shall not be required under this model, as financing and labor shall be provided by the Developer.
20. Applicable Law:
- a. The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.
 - b. In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:
 - i. the laws of the State of Delaware;
 - ii. the applicable portion of the Federal Civil Rights Act of 1964;
 - iii. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
 - iv. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
 - v. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.
 - c. If any vendor fails to comply with (i) through (v) of this paragraph, the Delaware State University reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

10.0 Exhibits

Exhibit A - Delaware State University Campus Master Plan Update, March 2014